



RICHARD SHUMSKY
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY — DOWNEY, CALIFORNIA 90242
(562) 940-2501



May 6, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF MODIFICATION TO CONTRACT WITH THE RAND CORPORATION TO PROVIDE CONSULTING SERVICES TO THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT

(ALL SUPERVISORIAL DISTRICTS) (3 VOTE)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached modification to the scope of work and extend Contract #73388 with the RAND Corporation (RAND) for the additional twelve (12) month period of July 1, 2004 through June 30, 2005, to provide consulting services to assist in the identification of a technical risk/needs assessment instrument for minors, and to complete the data evaluation and analysis component, at an annual cost not to exceed \$76,499.
2. Instruct the Chairman, Board of Supervisors to sign the attached contract modification.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The proposed contract modification will afford RAND the additional time required to complete data collection, analysis, and the documentation of results to comply with the consent decree. Under the current contract, RAND is providing consulting services to assist in the identification of a Risk/Needs Assessment and Strength-Based Assessment instruments for minors in the County of Los Angeles referred to the Probation Department. The requirement to develop this instrument resulted from a lawsuit filed by the Black Probation Officers Association (BPOA).

Honorable Board of Supervisors
May 6, 2004
Page 2

One of the stipulations in the lawsuit was for Probation to establish a Departmental Monitoring Committee to ensure that a proper instrument be developed, and to evaluate the instrument over a period of time. The Committee reviewed the instrument that was previously developed in-house by Probation and decided, in consultation with RAND, that it lacked validity. Consequently, Probation moved toward selecting and testing a new validated instrument. Committee delays such as training for the project, low intake, and shifting demographic numbers slowed the Committee's progress and additional time is now needed to complete the project.

Implementation of Strategic Plan Goals

The recommended Board action is consistent with the Strategic Plan Organization Effectiveness Goal #3 as it will enhance the Department's ability to supervise and support probationers through a more effective case management process of assessment, case classification, case plan development, and case plan implementation. This contract will allow the uninterrupted provision of services through the utilization of the Contractor's expertise to effectively provide services in a timely manner.

FINANCIAL IMPACT/FINANCING:

The total cost of the proposed contract modification shall not exceed \$76,499. Funds are provided in the FY 2004/2005 Budget for the Probation Department to finance the contract payments. The contract with RAND includes provisions for non-appropriation of funds and budget reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The current contract (#73388) with RAND, which was approved by your Board on June 5, 2001, will expire on June 30, 2004. The proposed modification will extend the current contract for an additional twelve (12) month period commencing July 1, 2004 through June 30, 2005. The scope of work for the contracted services involves the gathering of data, analysis of the data, and preparing a report on the validity of a new risk/needs assessment instrument for minors referred to the Probation Department.

Honorable Board of Supervisors
May 6, 2004
Page 3

The proposed modification will allow RAND to complete the required services and provide an objective assessment regarding the relative risk/needs presented by the minors served by each of the field offices within the Probation Department as well as the risk posed by minors brought to the three (3) juvenile halls for detention purposes.

The contract with RAND contains all County requirements, including the hiring of displaced County employees and participants in the GAIN program, and requirements regarding contractor non-responsibility and debarment. The Living Wage Program (County Code Chapter 2.201) does not apply to the contract.

Probation will not request the contractor to perform services, which exceed the Board approved contract amount, scope of work, and/or contract dates.

CONTRACTING PROCESS:

The current contract was recommended for approval on a sole source basis as a result of a lawsuit brought against County of Los Angeles and the Probation Department by the BPOA (United States District Court, Central District of California, Case No. CV 94-3432 CAS [Shx]), where the Court identified the recommended contractor as a mutually agreeable outside expert in the Stipulation and Order of Settlement.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The proposed contract modification will allow RAND to continue providing expertise that will furnish the necessary information to determine the services best suited for juvenile probationers. This will result in improved case management of the minors.

Honorable Board of Supervisors
May 6, 2004
Page 4

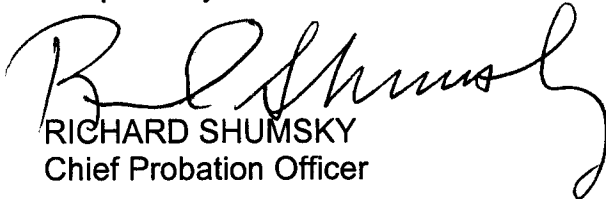
It is requested that the Executive Officer, Board of Supervisors, forward a copy of the executed contract modification to each of the following:

County of Los Angeles
Probation Department
9150 E. Imperial Hwy, Rm A66
Downey, CA 90242

Attention: Yolanda Young, Director
Contracts & Grants Mgmt. Division

RAND Corporation
700 Main Street
P.O. Box 2138
1700 Main Street
Santa Monica, CA 90407-2138
Attn: Joanne B. Shelby, Director
Contract and Grant Services

Respectfully submitted,



RICHARD SHUMSKY
Chief Probation Officer

RS:lm
Attachments (1)

c: Chief Administrative Officer
County Counsel
Office of Auditor Controller

**MODIFICATION NO. 1 TO PROVIDE CONSULTING SERVICES
TO ASSIST IN THE IDENTIFICATION OF TECHNICAL RISK/NEEDS ASSESSMENT
INSTRUMENT FOR MINORS IN THE COUNTY OF LOS ANGELES REFERRED TO
THE PROBATION DEPARTMENT**

Modification No. 1 to Contract No. 73388 is made and entered into at Los Angeles, California this _____ day of _____, 2004 by and between the COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as "COUNTY") and RAND Corporation, a Corporation authorized to do business in the State of California located at 1700 Main Street, P.O. Box 2138, Santa Monica, California, 90407-2138, (hereinafter referred to as "CONTRACTOR");

WITNESSETH

WHEREAS, COUNTY entered into a contract with CONTRACTOR on June 5, 2001 to provide consulting services to assist in the identification of technical risk/needs assessment instrument for minors and to complete the data evaluation and analysis component for the County of Los Angeles referred to the Probation Department; and

WHEREAS, CONTRACTOR and COUNTY mutually agree to modify said contract as hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, said contract is modified as follows:

1. Part A, GENERAL, Article 1.0, Scope of Work, Section 1.1, is amended in its entirety to read as follows:

1.1 Scope of Work

The CONTRACTOR shall provide the lead in the identification of a Risk/Needs Assessment Instrument and Strength/Based Instrument and shall provide the lead in the collection and analysis of service level data for participating youth for two separate analyses of 6- and 12- months following their initial assessment to examine the relationships between risk scores and outcomes. The CONTRACTOR shall be responsible for the following, but not limited to:

- 1.1.1 Review Strength/Based instruments currently being used nationally.
- 1.1.2 Assist the Monitoring Committee in the selection of strength/based items to be included in the instrument.

- 1.1.3 Assist in developing and conducting a pilot project to test the instrument.
- 1.1.4 Provide consultation to the Probation Department in the gathering of appropriate background information on the instrument.
- 1.1.5 Analyze data provided by the Probation Department in order to test the predictive validity of the instrument, as well as test for any biases related to youth age, gender, and race/ethnicity.
- 1.1.6 Obtain and analyze 6-month recidivism data and 12-month recidivism data for all participating minors, by risk level from assessment form (effective July 1, 2004).
- 1.1.7 Analyze data for differential impact by race, gender, and age (effective July 1, 2004).

The CONTRACTOR shall perform to the standards in Attachment B and B-1, Performance Requirements Summary.

- 2. Part A, SPECIFIC TASKS, Article 2.0, is amended in its entirety to read as follows:

2.0 SPECIFIC TASKS

CONTRACTOR will identify and validate a strength/based risk/needs assessment instrument. CONTRACTOR shall also, conduct data gathering, analysis and documentation of results during the 12-month period of July 1, 2004 through June 30, 2005.

The total cost of the project for the period of July 1, 2001 through June 30, 2004 shall not exceed \$216,053. The contract shall be extended for an additional 12-month period effective July 1, 2004, and the total cost of the project for the period of twelve (12) months beginning on July 1, 2004 to June 30, 2005, will not exceed \$76,499. The projected dates of completion for the tasks during the 12-month extension period are as follows:

- 2.1 Obtain 6-month recidivism data to be measured and analyzed by July 2004.
- 2.2 Complete the analysis of 6-month recidivism data and service level by September 2004.
- 2.3 Complete report analyzing 6-month recidivism data by November 2004.

- 2.4 Obtain 12-month recidivism data to be measured and analyzed by January 2005.
 - 2.5 Complete the analysis of 12-month recidivism data and service level by March 2005.
 - 2.6 Complete report analyzing 12-month recidivism data by April 2005.
 - 2.7 Present final report by June 2005 subsequent to COUNTY review and approval.
3. Part A, PERFORMANCE WORK STATEMENT, Article 3.0, Section 3.9 (PERSONNEL), page 10, is amended in its entirety to read as follows:

3.0 PERSONNEL

3.9 Consideration of GAIN/GROW Participants for Employment

Should CONTRACTOR require additional or replacement personnel or other position for which applications are being accepted after the effective date of this contract, CONTRACTOR shall give appropriate consideration (in conjunction with Section 3.8 above) for any such position(s) to qualified persons referred to CONTRACTOR through the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Programs. For this purpose, appropriate consideration shall mean that CONTRACTOR will interview qualified candidates in conjunction with, and not preceding or successive to Section 3.8 above. In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

4. Part A, CONTRACT FEE AND PAYMENT, Article 13.0, page 18, is amended in its entirety to read as follows:

13.0 CONTRACT FEE AND PAYMENT

CONTRACTOR agrees to provide the stated services at a fixed contract cost which shall not exceed \$216,053 for the three (3) year term from July 1, 2001 to June 30, 2004, which will be paid in thirty-six (36) equal payments.

CONTRACTOR shall be paid monthly in arrears at the rate of \$6,001.47 for the period of July 1, 2001 to June 30, 2004, for work performed and for

supplying the services specified herein. Deductions for performance variance in favor of COUNTY shall be applied against the monthly charges and shall be calculated upon the formula set forth in Attachment B.

CONTRACTOR agrees to provide the stated services at a fixed contract cost which shall not exceed \$76,499 for a twelve (12) month period from July 1, 2004 to June 30, 2005, which will be paid in twelve (12) equal payments.

CONTRACTOR shall be paid monthly in arrears at the rate of \$6,375 for work performed and for supplying the services specified herein for the period of July 1, 2004 to June 30, 2005. Deductions for performance variance in favor of COUNTY shall be applied against the monthly charges and shall be calculated upon the formula set forth in Attachment B.

5. Part A, CONTRACT SUM, Article 14.0, page 18, is amended in its entirety to read as follows:

14.0 CONTRACT SUM

The contract sum under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total sum shall not exceed \$216,053 for the period of July 1, 2001 to June 30, 2004.

The contract sum under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total sum shall not exceed \$76,499 for the period of July 1, 2004 to June 30, 2005.

6. Part A, PERIOD OF PERFORMANCE, Article 15.0, page 18 is amended in its entirety to read as follows:

15.0 PERIOD OF PERFORMANCE

- 15.1 Subject to the termination provisions set forth in (Attachment A, Sections 4.0, 5.0, 6.0, 7.0, 9.0 and 11.0, and financial limitations imposed by Sections 12.0 and 37.0), the term of this contract shall be for a thirty-six (36) month period from July 1, 2001 through June 30, 2004.

Subject to the termination provisions set forth in (Attachment A, Sections 4.0, 5.0, 6.0, 7.0, 9.0 and 11.0, and financial limitations imposed by Sections 12.0 and 37.0), the term of this contract shall be for twelve (12) months for the period of July 1, 2004 to June 30, 2005.

15.2 The term of the contract may be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension. Compensation for work performed during the extension period will be prorated on a monthly basis where applicable, and on a daily basis for periods of time less than a month.

7. Part A, MERGER, Article 19.0, page 19 is amended in its entirety to read as follows:

19.0 MERGER

The documents as stated below form a part of this contract. In the event of any conflict in the definition or interpretation of any work responsibility, service, or schedule between the contract and the following attachments, said conflict or inconsistency shall be resolved by giving precedence first to the contract and then to the attachments A, B, B-1, C, D, E, F, G, H, I, J, K, L, M, N, O, P, and Q according to the order that they appear, and CONTRACTOR'S proposal dated April 26, 2001 which is incorporated herein by reference as part of this contract.

This contract, the attachments hereto and CONTRACTOR'S proposal constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this contract.

8. Part A, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, Article 20.0, is added to read as follows:

20.0 NO PAYMENT FOR SERVICES WILL BE PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

20.1 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this contract shall not constitute a waiver of COUNTY'S right to recover

such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this contract.

20.2 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this contract and when the contract is within six (6) months of expiration. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY.

9. Part A, PERFORMANCE WORK STATEMENT, Article 21.0, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW is added to read as follows:

21.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each SUBCONTRACTOR to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment Q of this contract and is also available on the internet at www.babysafela.org for printing purposes.

10. Part A, PERFORMANCE WORK STATEMENT, Article 22.0, JURY SERVICE PROGRAM REQUIREMENTS is added to read as follows:

22.0 JURY SERVICE PROGRAM REQUIREMENTS

This contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective CONTRACTORS should carefully read the Jury Service Program (See Attachment O), and the pertinent jury service provisions in Attachment A, Section 41.0, both of which are incorporated by reference into and made a part of this contract. The Jury Service Program applies to both CONTRACTORS and their Subcontractors.

22.1 The Jury Service Program requires CONTRACTORS and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service

Program, "employee" means any California resident who is a full-time employee of a CONTRACTOR and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) the CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a CONTRACTOR'S full-time California employees, even those not working specifically on the COUNTY project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

22.2 There are two ways in which a CONTRACTOR might not be subject to the Jury Service Program. The first is if the CONTRACTOR does not fall within the Jury Service Program's definition of "CONTRACTOR". The Jury Service Program defines "CONTRACTOR" to mean a person, partnership, corporation or other entity which has a contract with the COUNTY or a Subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. The second is if the CONTRACTOR meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to CONTRACTORS that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to CONTRACTORS that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The CONTRACTOR is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

22.3 If a CONTRACTOR does not fall within the Jury Service Program's definition of "CONTRACTOR" or if it meets any of the exceptions to the Jury Service Program, then the CONTRACTOR must so indicate in the *Certification Form and Application for Exception, Attachment P*, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the CONTRACTOR'S application, the COUNTY will determine, in its sole discretion, whether the CONTRACTOR falls within the definition of CONTRACTOR or meets any of the exceptions to the Jury Service Program. The COUNTY'S decision will be final.

11. Attachment A, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, Article 8.0, page 26, is amended in its entirety to read as follows:

8.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

12. Attachment A, CONTRACTOR'S WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, Article 9.0, page 27 is amended in its entirety to read as follows:

9.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 8.0, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to Section 5.0 TERMINATION FOR DEFAULT OF CONTRACTOR.

13. Attachment A, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT, Article 10.0, page 27 is amended in its entirety to read as follows:

10.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY'S policy to encourage all COUNTY contractors to voluntarily post COUNTY'S "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR'S place of business. COUNTY'S Child Support Services Department will supply CONTRACTOR with the poster to be used.

14. Attachment A, CONTRACTOR RESPONSIBILITY AND DEBARMENT, Article 11.0, page 27 is amended in its entirety to read as follows:

11.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 11.1 A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible CONTRACTORS.
- 11.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 11.3 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: 1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or omission

which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

11.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

11.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given the opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

11.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

11.7 These terms shall also apply to subcontractors of County CONTRACTORS.

15. Attachment A, BUDGET REDUCTIONS, Article 37.0, page 40 is amended in its entirety to read as follows:

37.0 BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts a Revised Fiscal Year 2004/2005 County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for Fiscal Year 2004/2005 services provided by CONTRACTOR under this contract. COUNTY'S notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's

approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the contract.

16. Attachment A, COMPLIANCE WITH JURY SERVICE PROGRAM, Article 41.0, is added to read as follows:

41.0 COMPLIANCE WITH JURY SERVICE PROGRAM

41.1 Jury Service Program

This contract is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Attachment O and incorporated by reference into and made a part of the contract.

41.2 Written Employee Jury Service Policy

- A. Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the

COUNTY. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

D. CONTRACTOR'S violation of this Section of the contract may constitute a material breach of the contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

17. Attachment A, STANDARD TERMS AND CONDITIONS, Article 42.0, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW is added to read as follows:

42.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all County CONTRACTORS to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its SUBCONTRACTOR'S, if any, to post this poster in a

prominent position in the SUBCONTRACTOR'S place of business. The COUNTY'S Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

18. Attachment A, STANDARD TERMS AND CONDITIONS, Article 43.0, NEPOTISM is added to read as follows:

43.0 NEPOTISM

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this agreement if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring or supervisory responsibilities.

19. PERFORMANCE REQUIREMENT SUMMARY CHART (B-1) is added and attached to this document as Attachment B-1.
20. PRINCIPAL OWNER INFORMATION FORM is amended in its entirety and attached to this document as Attachment J.
21. CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION FORM is amended in its entirety and attached to this document as Attachment K.
22. DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND DEBARMENT ORDINANCE is amended in its entirety and attached to this document as Attachment N.
23. CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE is added and attached to this document as Attachment O.
24. CONTRACTOR EMPLOYEY JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM is added and attached to this document as Attachment P.
25. CONTRACTOR NOTIFICATION TO CONTRACT EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW is added and made part of this document as Attachment Q.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has executed these presents by causing them to be subscribed by the Chairman, the Seal of said Board to be affixed hereto and attested by the Executive Officer and Clerk hereof, and the CONTRACTOR has caused this contract to be signed by its duly authorized officers the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY _____
Chairman, Board of Supervisors

ATTEST:

Violet Varona-Lukens
Executive Officer-Clerk of the
Board of Supervisors

BY _____
Deputy

RAND CORPORATION

By 

Joanne B. Shelby

Typed or Printed

Director, Contract & Grant Services

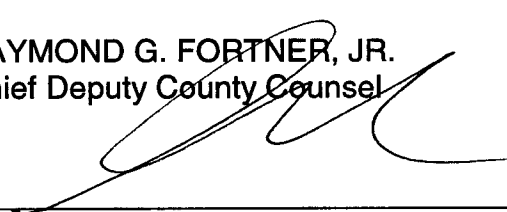
Title

4/30/04

Date

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
Chief Deputy County Counsel

By 
Gordon W. Trask
Principal Deputy

PERFORMANCE REQUIREMENT SUMMARY CHART B-1

REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	LIQUIDATED DAMAGES EXCEEDING THE AQL
CONTRACTOR shall analyze data provided by the Probation Department in order to test the predictive validity of the instrument, as well as test for biases related to youth age, gender, and race/ethnicity (Part A, Scope of Work, Section 1.1.5).	Delivery of required services.	100%	RANDOM INSPECTIONS RANDOM SAMPLINGS INFORMATION FROM CONTRACTOR REPORT	UP TO \$50 per day until rectified
CONTRACTOR shall obtain and analyze 6-month recidivism data and 12-month recidivism data for all participating minors, by risk level from assessment form effective July 1, 2004 (Part A, Scope of Work, Section 1.1.6).	Delivery of required services.	100%	RANDOM INSPECTIONS RANDOM SAMPLINGS INFORMATION FROM CONTRACTOR REPORT	UP TO \$50 per day until rectified
CONTRACTOR shall analyze data for differential impact by race, gender, and age effective July 1, 2004 (Part A, Scope of Work, Section 1.1.7).	Delivery of required services.	100%	RANDOM INSPECTIONS RANDOM SAMPLINGS INFORMATION FROM CONTRACTOR REPORT	UP TO \$50 per day until rectified
CONTRACTOR shall obtain 6-month recidivism data to be measured and analyzed by July 2004. (Part A, Specific Tasks, Section 2.1)	Delivery of required services.	100%	RANDOM INSPECTIONS RANDOM SAMPLINGS INFORMATION FROM CONTRACTOR REPORT	UP TO \$50 per day until rectified
CONTRACTOR shall complete the analysis of 6-month recidivism data and service level by September 2004. Part A, Specific Tasks, Section 2.2)	Delivery of required services.	100%	RANDOM INSPECTIONS RANDOM SAMPLINGS INFORMATION FROM CONTRACTOR REPORT	UP TO \$50 per day until rectified
CONTRACTOR shall complete report analyzing 6-month recidivism data by November 2004. (Part A, Specific Tasks, Section 2.3)	Delivery of required report.	100%	RANDOM INSPECTIONS RANDOM SAMPLINGS INFORMATION FROM CONTRACTOR REPORT	UP TO \$50 per day until rectified
CONTRACTOR shall obtain 12-month recidivism data to be measured and analyzed by January 2005. Part A, Specific Tasks, Section 2.4)	Delivery of required services.	100%	RANDOM INSPECTIONS RANDOM SAMPLINGS INFORMATION FROM CONTRACTOR REPORT	UP TO \$50 per day until rectified
CONTRACTOR shall complete the analysis of 12-month recidivism data and service level by March 2005. (Part A, Specific Tasks, Section 2.5)	Delivery of required services.	100%	RANDOM INSPECTIONS RANDOM SAMPLINGS INFORMATION FROM CONTRACTOR REPORT	UP TO \$50 per day until rectified
CONTRACTOR shall complete report analyzing 12-month recidivism data by April 2005. (Part A, Specific Tasks, Section 2.6)	Delivery of required report.	100%	RANDOM INSPECTIONS RANDOM SAMPLINGS INFORMATION FROM CONTRACTOR REPORT	UP TO \$50 per day until rectified
CONTRACTOR shall present final report by June 2005 subsequent to COUNTY review and approval. (Part A, Specific Tasks, Section 2.7)	Delivery of required report.	100%	RANDOM INSPECTIONS RANDOM SAMPLINGS INFORMATION FROM CONTRACTOR REPORT	UP TO \$50 per day until rectified

/

/

/

/

PRINCIPAL OWNER INFORMATION FORM

Los Angeles COUNTY Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the COUNTY to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders, proposers or CONTRACTORS for COUNTY contracts provide directly to the Child Support Services Department information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the CONTRACTOR. For each "Principal Owner," the information which must be provided to the Child Support Services Department is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the CONTRACTOR has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW AS SOON AS POSSIBLE. CONTRACTOR CANNOT COMMENCE PROVIDING SERVICES UNTIL HE/SHE PROVIDES DOCUMENTATION CONFIRMING SUBMISSION OF THIS FORM. MAINTAIN DOCUMENTATION OF SUBMISSION.

In addition, bidders, proposers or CONTRACTORS must certify to the COUNTY department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the contract.

TO: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0343

Telephone: (323) 889-2782

CONTRACTOR Name as Shown on Contract:

RAND Corporation

CONTRACTOR Address: 1700 Main Street, Santa Monica, CA 90407-2138

Telephone: 310/393-0411

FAX: 310/451-6973

COUNTY Department Awarding Contract: Probations

Type of Goods or Services to be Provided: Risk/Needs Assessment

Contract or Purchase Order No. (if applicable): 73388

Principal Owners: Please check appropriate box. If box 1 is checked, no further information is required. Please sign and date the form below.

1. ☒ No natural person owns an interest of 10 percent or more in this CONTRACTOR.
2. ☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received From CONTRACTOR	
1.			[YES]	[NO]
2.			[YES]	[NO]
3.			[YES]	[NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: Joanne Shelby Date: 4/30/04
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the COUNTY.)
(Print Name) Joanne Shelby Director, C & S
(Title/Position)

ATTACHMENT K

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the COUNTY to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders, proposers or CONTRACTORS for COUNTY proposals submit certifications of Program compliance to the Probation Department along with their contract. (In an emergency procurement, as determined by the Probation department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE PROBATION DEPARTMENT ATTACHED TO YOUR SIGNED PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW.

I (print name) Joanne B. Shelby, hereby submit this certification to the County of Los Angeles Probation Department pursuant to the provisions of COUNTY Code Section 2.200.060 and hereby certify that (CONTRACTOR name as shown on contract) RAND Corporation (CONTRACTOR address) 1700 Main St., Santa Monica, CA 90407-2138 is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department.
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b), and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing information is true and correct.

Executed this 30th Day of April, 2004
at: Santa Monica, Ca. (Month and Year)
(City/State) (Telephone No.) (310) 393-0411
by: Joanne B. Shelby
(Signature of a principal owner, an officer, or manager responsible for contract.)

Original To: Laticia McCorkle, Contract Analyst
LA County Probation Department
Contracts & Grants Mgmt. Div.
9150 E. Imperial Hwy, B-62
Downey, CA 90242

Copy To: Child Support Services Department
P.O. Box 911009
Los Angeles, CA 90091-1009
Fax: (323) 869-0343
Telephone: (323) 889-2782

ATTACHMENT N

Chapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT

2.202.010 Findings and declarations.

The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body and any joint powers authorities that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

- G. Determination of "non-responsibility" means an action taken by the county, which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract. (Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.
- D. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be

considered by the county in determining whether a contractor should be deemed non-responsible. (Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- D. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in making a debarment decision. The county shall have the right, in its discretion, to determine the period of time that the contractor may be debarred, which period may not exceed three years. In addition, upon a debarment finding by the board of supervisors, the county may, in its discretion, terminate any or all existing contracts the contractor may have with the county. In the event that any existing contract is terminated by the county, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

/

ATTACHMENT O

Chapter 2.203 CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The Board of Supervisors makes the following findings: The COUNTY of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the COUNTY of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the COUNTY of Los Angeles has determined that it is appropriate to require that the businesses with which the COUNTY contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with

existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,

- “Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months, which if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

[illegible]

ATTACHMENT P

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: RAND Corporation			
Company Address: 1700 Main Street			
City: Santa Monica	State: CA	Zip Code: 90407-2138	
Telephone Number: 310/393-0411			
Solicitation For (Type of Goods or Services): Services			

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ☐ My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

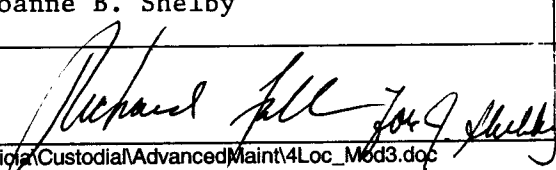
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <div style="text-align: center; font-weight: bold;">Joanne B. Shelby</div>	Title: <div style="text-align: center;">Director, Contract and Grant Services</div>
Signature: 	Date: <div style="text-align: center;">4/28/04</div>

L:\CONTRACT\Latonia Custodial\Advanced Maint\4Loc_Med3.doc

ATTACHMENT Q SAFELY SURRENDERED BABY LAW

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important

medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station